REMARKS

Pending Claims

In this application, claims 2, 3, 5-12, 14-18, 22-31 are currently pending. Claims Claims 2, 8, 16 and 18 are amended by this Response. Claims 19-21 have been deleted. Claims 24-31 have been added. Entry of these amendments is respectfully requested.

Related Application

The Applicants draw the Examiner's attention to another pending application, 09/844,475, filed April 27, 2001 by Applicants that contains related subject matter. That application is assigned to Examiner Mary Da Zhi Wang Cheung in Group Art Unit 3621. This application is owned by the assignee of the present application and has inventors in common with the present application. In the related application, the Examiner has applied Colosso (U.S. 6,169,976).

Rejections under 35 U.S.C. §103

The Examiner has rejected claims 2, 3, 5-12 and 14-23 as being unpatentable over one or a combination of the following references, applied as will be noted more specifically below: Spagna (U.S. 6,587,837), Peinado (U.S. 6,775,655), Colosso (U.S. 6,169,976) and Knapton (U.S. 6,363,486). The Applicants respectfully submit that none of the references alone or in any combination yield the claimed systems and methods. The Applicants request reconsideration of the previously rejected claims in light of the comments below.

Before discussing each claim independently, the Applicants provide a brief summary of each of the systems described in the cited art. In the broadest sense, each of the systems, including Applicants', has some way of delivering or providing a product license to a user's device or computer and this product license is queried, tested or accessed to unlock restricted content or to obtain content. Again, broadly speaking, the systems thus facilitate two processes: 1) distributing a product license; and 2) making use of the product license. The similarities amongst the systems end there. Each system has its own particular approach to how each of these general processes is performed, and each process is intertwined with and adapted to mate with the other processes, to form a systemically consistent licensing scheme. Because of this need for systemic

consistency, it is inherently problematic to pluck a feature or step from one system and plug it into another of the systems. This combining of features is a) unlikely to be motivated by teachings in the references; b) unlikely to yield a workable or improved scheme; and c) unlikely to be obvious.

Spagna

Spagna describes a system for distributing encrypted content and separately distributing a license that includes a key to decrypt the content. Upon arrival of the Content Secure Container (Content SC), the End-User Device decrypts the contents. Col. 27 at lines 18-21. The encrypted master key, as part of the License SC is only cached on the hard disk of the end-User Device for a very short time. Col. 87, lines 12-14. Thereafter, the song is re-encrypted using a SEAL Key that is then stored in the License Database. Col. 86, lines 24-25. To subsequently play the Content, the End-User Device apparently uses its own decryption key to decrypt the Content. Thus, the Spagna license is ultimately device-specific; the End User of Spagna cannot transfer a product license to a different player device after it has been downloaded and decrypted with the master key. Because Spagna has no concern for transferring content or licenses to other players, Spagna does not show or suggest a user license that contains a user identifier that operates in conjunction with a product license containing a user identifier, applying a check on playback that the user identifier in the product license matches the user identifier in the user license.

Peinado

Peinado also describes a licensing scheme that is ultimately device-specific. Peinado teaches a system where digital content is encrypted and provided with a product ID, and where a product license is provided that contains the product ID and the decryption code for the digital content. Peinado ties the product license to a particular user computer through a digital rights management (DRM) system that uses a "black box," as described in the summary of the invention:

> To implement `trust`, the DRM system is equipped with a `black box` that performs decryption and encryption functions for such DRM system. The black box includes a public/private key pair, a version number and a unique signature, all as provided by an approved certifying authority. The public key is made available to the license server for purposes of encrypting portions of the issued license, thereby binding such license to

> such black box. The private key is available to the black box only, and not to the user or anyone else, for purposes of decrypting information encrypted with the corresponding public key. The DRM system is initially provided with a black box with a public/private key pair, and the user is prompted to download from a black box server an updated secure black box when the user first requests a license. The black box server provides the updated black box, along with a unique public/private key pair. Such updated black box is written in unique executable code that will run only on the user's computing device, and is re-updated on a regular basis.
>
> When a user requests a license, the client machine sends the black box public key, version number, and signature to the license server, and such license server issues a license only if the version number is current and the signature is valid. A license request also includes an identification of the digital content for which a license is requested and a key ID that identifies the decryption key associated with the requested digital content. The license server uses the black box public key to encrypt the decryption key, and the decryption key to encrypt the license terms, then downloads the encrypted decryption key and encrypted license terms to the user's computing device along with a license signature.
>
> Once the downloaded license has been stored in the DRM system license store, the user can render the digital content according to the rights conferred by the license and specified in the license terms. When a request is made to render the digital content, the black box is caused to decrypt the decryption key and license terms; and a DRM system license evaluator evaluates such license terms. The black box decrypts the encrypted digital content only if the license evaluation results in a decision that the requestor is allowed to play such content. The decrypted content is provided to the rendering application for rendering.

Peinado, col. 3, lines 8-49. Thus, the digital content is encrypted and associated with a content identifier, while the product license has a matching product identifier and a key to decrypt the digital content. The key itself is encrypted using the black box public key, meaning only the black box with the secret private key can decrypt the key needed to decrypt the digital content. The black box itself is tied to the computer using "unique executable code that will run only on the user's computer device."

What is not found in Peinado (nor in any other prior art reference) is the unique system described in the pending claims, the system having a product license with a product ID and a user ID, and a user license having a user ID. Furthermore, many of the pending claims also require that the user license have a system ID that matches a system ID found on the computer system. The present invention has several significant advantages over the Peinado system, particularly in the method by which a license is verified. In Peinado, the link between the product license and a computer is a one-step process where a black box embedded into the operating system decodes the encryption key found in the product license. In contrast, the present invention takes two steps and

does not require the black box system. Specifically, the product file is examined to discover a user ID, and the user ID is then used to find a user license stored on the computer. If the user license if found with the matching user ID, a system ID is taken from the user license and is matched against a system ID on the computer. In effect, the present invention replaced the black box of Peinado with a much simpler user license. The user license is not executable code, but merely a data construct that might take the form of an independent data file, or a registry or database entry. This system has several significant advantages over the system of Peinado. First, the required black box of Peinado is an application program that must be run "in a protected or shrouded environment such that the user is denied access to such black box." Peinado, col. 15, lines 50-52. Consequently, this black box is operating system dependent, requires the creation of such a shrouded environment, is complex to create, and takes up a significant amount of space. In contrast, the user license of the present invention is a simple data construct that contains a user ID and a system ID. Since it is not an executable program, it does not require a special operating environment, it is operating system independent, it is simple to create, and occupies little storage space.

In addition, the black box of Peinado must be updated frequently to confound nefarious users, Peinado, col. 20, lines 7-35. This is because access to the black box application would effectively grant access to the digital content. The present invention does not update the user license, because the user license does not represent the same "weak link" as represented by the black box. While the black box is an application program that can be decompiled, analyzed, and broken, the user license is simply encrypted data. As such, the only method to break the user license is through brute force guessing, which is highly impractical using modern encryption techniques.

Finally, the Peinado system effectively locks a licensed product to a particular computer by encrypting the decryption key in the product license with the public key of the black box. The public/private key is assigned exclusively to a single black box, and the black box is written in unique executable code that will run only on the user's computing device. Peinado, col. 3, lines 13-26. Consequently, the product license is tied so closely with a particular computer that there is no ability to restore product licenses to a new computer due to computer malfunction or obsolescence. In contrast, the present invention's use of a user license allows licenses to be restored in a simple, but secured matter. Peinado simply cannot match this flexibility and security because it

lacks the user license of the present invention.

Colosso

Colosso teaches a system for ensuring that software is properly licensed to a particular user. In Colosso, a central licensor creates a unique serial number every time the software distributor informs the licensor about a sale to a customer. Colosso, col. 3, lines 1-14. This serial number is essentially license-specific, not product-category-specific. In other words, the serial number is not, nor does Colosso teach, a "product identifier" that a vendor or content provider would apply to all products in an sku.

The serial number created by Colosso is stored in a central database along with a user ID that is generated for the identified customer. Colosso, col. 11, lines 49-67. The serial number is then sent to both the distributor and the customer. Colosso, col. 12, lines 19-48. Only at this point does the customer receive the software, still in its encrypted form. Colosso, col. 12, lines 49-57. To activate the software, the customer submits its user ID and the software's serial number to the licensor, which compares this information to the data in the central database. Colosso, col. 13, lines 7-59. If the database confirms that this unique serial number has been associated with the supplied user ID, the Licensor supplies the customer with the installation and activation key necessary to use the software. Colosso, col. 13, lines 60-64; col. 14, lines 56-64; and col. 15, lines 19-25.

When the user installs the product, the install program in the software

> prompts the customer to enter the installation key and the activation key and customer domain name. At step 756, the customer 302 enters the corresponding key information and customer domain name. At step 758, the installation program receives and decrypts the activation key information, using the installation key and customer domain name. During the decryption stage, the installation program combines the installation key and the customer domain name to generate an encryption key. The installation program then uses the encryption key to decrypt the activation key to determine the licensed product that was purchased by the customer. The installation program then locates and selects files representing the licensed product on the media."
>
> At step 760, the installation program installs the licensed product, for example, by copying, decompressing or extracting the selected files onto the customer computer. By requiring the customer 302 to provide both installation and encrypted activation keys to an installer program at the time a licensed product is installed, the licensing manager mechanism can

> ensure that he licensed product was actually purchased by the specific customer and nor received surreptitiously.
>
> At step 762, as part of the installation process, the installation program stores both the installation and encrypted activation keys on the customer's machine. This step ensures that the activation key is available for use by the licensed product.

Col. 15, line 39- Col. 16, line 9.

> In one embodiment, when an individual attempts to access the licensed product over the customer's network, the licensed product compares the previously stored customer domain name to the domain name of the individual requesting access. Col. 16, lines 38-43.

Because of Colosso's tieing of the license to the customer domain name (e.g. in one embodiment, performing a check of the domain name from which a request is made to the stored domain name), the Colosso system is domain-name specific. In other words, licenses could not be moved to a computer that is not connected to the customer's server.

In an alternate embodiment (col. 16, lines 47-56), Colosso's system makes no check of user identity against the product identifier before granting access to content.

Combining the References

The PTO is required to make specific findings on a suggestion to combine prior art references. Winner Int'l Royalty Corp. v. Wang, 53 U.S.P.Q.2d 1580, 1586 (Fed. Cir. 2000). Therefore, the Applicants request that the Examiner provide such evidence or findings for each applied combination.

Further, in each rejection combining references, the Examiner makes a conclusory statement that to make the combination is obvious, without providing any evidence of a reason, suggestion or motivation to lead an inventor to combine those reference. The Applicants request that such evidence be provided for each such conclusion. "It is well-established that before a conclusion of obviousness may be made based on a combination of references, there must have been a reason, suggestion, or motivation to lead an inventor to combine those references." Pro-Mold and Tool Co. v. Great Lakes Plastics, Inc., 37 U.S.P.Q.2d 1626, 1629 (Fed. Cir. 1996).

The Applicants' Claims

The Applicants' system of license distribution for digital materials provides a number of distinctive features that deliver significant advantages over the prior art license schemes and Applicants' scheme as a whole, as claimed, differs significantly from that shown or suggested by the prior art. The Applicants discuss each of the independent claims. The Applicants' arguments with regard to each independent claim apply to attendant dependant claims as well. While the Applicants may argue several features with respect to one claim, Applicants intend that each such argument by itself is sufficient to support patentability.

Claim 2

Claim 2 begins with a recitation of a product registration process whereby a product identifier is forwarded to the vendor. Elements a and b recite:

a) receiving a request...for product registration from a vendor, said request including a product name and a vendor identifier;

b) assigning a product identifier and an encryption key to said product an dforwarding registration to vendor, said registration including ga product identifier, said kay and said vendor identifier;

The Examiner has applied Spagna for these elements, citing col. 46, lines 25-40 for element (a) and col. 51, lines 15-67 for element (b). At column 46, however, Spagna discusses a content purchaser's request to purchase a product, not a product registration request from a vendor. At col. 51, Spagna describes aspects of the content provider's preparation of content for distribution, but there is no suggestion by Spagna that a system forward or transmit to the content provider a product registration with a product identifier. Instead, in Spagna, the content provider generates its own product identifier. Col. 20, lines 21-25:

> A[n] uncompressed PCM audio file is provided as Content 113 by the Content Provider(s) 101. Its filename is input into the work Flow Manager 154 Tool along with the content Provider(s)' 101 unique identifier for the content 113.

The Applicants' system of assigning and forwarding the product identifier to the vendor allows a unified system of product identifiers across the whole system, such that every product identifier is guaranteed to be unique. In the Spagna system, it is possible

that two different vendors could assign the same product identifier to different products. The guaranteed uniqueness of the product identifier is a significant advantage in a system such as Applicants' where the product identifier is part of the product license, as recited in claim 2:

> f) issuing a product license...to said user, said product license including...the product identifier...;

Another distinction between the claim 2 and the cited art is that claim 2 recites that the user's request to purchase a product include the user identifier:

> e) receiving a request...for a product license from said user..., said request including said user identifier and said product identifier.

The Examiner cites Col. 7, lines 1-35 of Peinado for this element. However, Peinado teaches instead the use of a product identifier and a key identifier in the user request. The key identifier is tied to Peinado's black box system. Peinado does not show or suggest inclusion of a user identifier in the purchase request. Col. 7, lines 1-35 seem to relate to the preparation of digital content for distribution, rather than to a user's request to purchase content.

Still another distinction between claim 2 and Peinado is that claim 2 recites that the product license includes a user identifier:

> f) issuing a product license...to said user, said product license including a user identifier...;

The Examiner cites Peinado at Col. 11, lines 9-25 as teaching this element. However, while Peinado does generally describe the distribution of a license as well as a license store, Peinado does not anywhere describe or suggest that its product license 16 includes a user identifier. Instead, Peinado describes only that the license includes a decryption key (enclosed with the public key of the black box), user rights, a digital signature and a content identifier, as described at col. 21, lines 3-23:

> In one embodiment of the present invention, and as seen in FIG. 8, the generated license 16 includes:
>
> > the content ID of the digital content to which the license applies;
> >
> > a Digital Rights License (DRL) 48 (i.e. the rights description or actual terms and conditions of the license 16 written in a predetermine form that the license evaluator 36 can interrogate)...;

> the decryption key...;
>
> a digital signature from the license server...; and
>
> the certificate that the license server 24 obtained previously from the content server 22, such certificate indicating that the license server 24 has the authority from the content server 22 to issue the license 16....

There is no showing or suggestion in Peinado that a user identifier be included in the license, nor any suggestion of how/why a user identifier might be useful in the Peinado black box scheme.

The Examiner cites Colosso for showing element g) of claim 2 which recites as follows:

> g) storing in a relational database the vendor records, product records, user records and product license records, with the product record linked to the vendor record via the vendor identifier, and with each product license linked to a user record via the user identifier.

The Colosso system does not describe or suggest that vendor records are maintained in its database. Further, Colosso does not generate or therefore store a "product record" in the sense that that term is used in claim 2. Colosso's "serial number" is really a transaction identifier, including a product identifier. (For any transaction involving more than one product, more than one serial number will be generated.) With Colosso's scheme, a unique serial number is generated with every transaction. At Col. 11, lines 57-63, Colosso describes:

> At step 720, ... the key site manager 316 generates a unique product serial number for each product that was purchased and identified in the sales information page, and assigns the serial numbers to the customer 302.

This is different from Applicants' product records, which includes a product identifier that a vendor applies the product identifier to all identical products.

Thus, combining the references in the manner suggested by the Examiner yields a system that does not include the elements a, b, e, f, or g recited in claim 2. Further, the Applicants respectfully request that the Examiner cite evidence of a motivation to combine these references. The PTO is required to make specific findings on a

suggestion to combine prior art references. Winner Int'l Royalty Corp. v. Wang, 53 USPQ2d 1580, 1586 (Fed. Cir. 2000).

Claim 3

The Examiner's rejection of claim 3 involves a combination of Spagna for steps a and b and Colosso or Peinado for step c. As noted above in the discussion of claim 2, while Peinado does note the use of a License Store, Peinado does not show or suggest a user license having a user identifier. Further, Peinado does not show or suggest a global user license applying to multiple product licenses.

The Examiner has cited no evidence of a motivation to combine the teachings of Spagna with either Colosso or Peinado. In fact, there would be no motivation to add a global user license to the Spagna system because Spagna would have no use for it. In Spagna, the License SC and the decryption key that it contains is erased after the user initially/downloads/decrypts and reencrypts (at the user's computer) the Content file, installing a new SEAL encryption key. Thus, the key needed to decrypt the Content file is not known by or stored at the Clearinghouse, the Content Store or anywhere besides on the End User Device. Therefore, even if Spagna added a global user license to its system, there would be no use for it because it would not be possible to use it to restore licenses. Other functions of the user license related to security are performed by other means in Spagna.

Claim 5 and Attendant Dependant Claims (i.e Claims 6 and 7)

Claim 5 is rejected apparently only on the basis of Spagna; no other reference is mentioned with regard to claim 5. Following the preamble, claim 5 recites:

a) **establishing a connection for data transmission between the user's computer and a license provider's computer;**

b) **transmitting via said data connection to the license provider a request for a user license including a user name and a system identifier that is unique to the user's computer;**

c) **receiving via data connection a** unique global **user license from the license provider, said user license including a user identifier assigned by the license provider.**

The Examiner takes the position that "Spagna discloses the claimed invention, except for ..." and then quotes the boldfaced language above. The Examiner then goes on to note that "Spagna does not expressly show the user license as a unique global license." Thus, at face value, the rejection relies solely on Spagna, but then describes that Spagna does not have even a single element of the recited claim. It appears there is an error in the expression of the rejection, and therefore the Applicants request clarification as to the basis for the art rejection before responding thereto.

Claim 8 and Attendant Dependant Claims (i.e Claims 9-11)

Claim 8 includes a recitation of a system identifier, and the Examiner has applied Knapton to teach a system identifier in conjunction with Spagna, Peinado and Colosso. The Applicants respectfully submit, however, that Knapton does not teach a system identifier. Rather, Knapton teaches an application identifier and a software component identifier. While these identifiers may be stored in the registry of a computer, these identifiers are not associated with the computer system itself, but rather with, respectively, an application running on the computer and with a software component running on the computer.

Thus, the combination of Spagna, Colosso or Peinado with Knapton does not yield a system including all of the elements of claim 8. The Spagna, Colosso and Peinado references suffer the deficiencies in their teachings described above. The Applicants respectfully request that the Examiner cite evidence of a motivation to combine these references, as is required. The PTO is required to make specific findings on a suggestion to combine prior art references. Winner Int'l Royalty Corp. v. Wang, 53 USPQ2d 1580, 1586 (Fed. Cir. 2000).

Claim 12 and Depending Claim 14

Claim 12 includes with a recitation of means related to a product registration process. Specifically, elements b, c, and d recite:

b) means for receiving from a vendor a request for product registration ...;

c) means for assigning a unique product identifier;

d) means for transmitting to the vendor a product registration, said registration including said product identifier and an encryption key;

The Examiner has applied Spagna for these elements, citing col. 46, lines 25-40 for element (b) and col. 51, lines 15-67 for elements (c) and (d). At column 46, however, Spagna discusses a content purchaser's request to purchase a product, not a product registration request from a vendor. At col. 51, Spagna describes aspects of the content provider's preparation of content for distribution, but there is no suggestion by Spagna that a system forward or transmit to the content provider a product registration with a product identifier. Instead, in Spagna, the content provider generates its own product identifier. Col. 20, lines 21-25:

> A[n] uncompressed PCM audio file is provided as Content 113 by the Content Provider(s) 101. Its filename is input into the work Flow Manager 154 Tool along with the content Provider(s)' 101 unique identifier for the content 113.

The Applicants' system of assigning and transmitting the product identifier to the vendor allows a unified system of product identifiers across the whole system, such that every product identifier is guaranteed to be unique. In the Spagna system, it is possible that two different vendors could assign the same product identifier to different products. The guaranteed uniqueness of the product identifier is a significant advantage in a system such as Applicants' where the product identifier is part of the product license, as recited in claim 12:

> f) means for transmitting to the user a product license including a previously assigned product identifier, a user identifier and a decryption key that mates with said encryption key;

Another distinction between claim 12 and the cited art is that claim 12 recites that the user's request to purchase a product include the user identifier :

> e) means for receiving from the user ...a request for a product license, said request including a previously assigned user identifier and the product identifier;...

The Examiner cites Col. 7, lines 1-35 of Peinado for this element. However, Peinado teaches instead the use of a product identifier and a key identifier in the user request. The key identifier is tied to Peinado's black box system because the license server uses the black box public key to encrypt the decryption key. Col. 3, lines 34-35. Peinado does not show or suggest inclusion of a user identifier in the purchase request. Col. 7, lines 1-35 seem to relate to the preparation of digital content for distribution, rather than to a user's request to purchase content.

Still another distinction between claim 12 and Peinado is that claim 12 recites that the product license includes a user identifier:

> f) means for transmitting to the user a product license including a previously assigned product identifier, a user identifier and a decryption key that mates with said encryption key;...

The Examiner cites Peinado at Col. 11, lines 9-25 as teaching this element. However, while Peinado does generally describe the distribution of a license as well as a license store, Peinado does not anywhere describe or suggest that its product license 16 includes a user identifier. Instead, Peinado describes only that the license includes a decryption key (enclosed with the public key of the black box), user rights, a digital signature and a content identifier, as described at col. 21, lines 3-23:

> In one embodiment of the present invention, and as seen in FIG. 8, the generated license 16 includes:
>
> > the content ID of the digital content to which the license applies;
> >
> > a Digital Rights License (DRL) 48 (i.e. the rights description or actual terms and conditions of the license 16 written in a predetermine form that the license evaluator 36 can interrogate)...;
> >
> > the decryption key...;
> >
> > a digital signature from the license server...; and
> >
> > the certificate that the license server 24 obtained previously from the content server 22, such certificate indicating that the license server 24 has the authority from the content server 22 to issue the license 16....

There is no showing or suggestion in Peinado that a user identifier be included in the license, nor any suggestion of how/why a user identifier might be useful in the Peinado black box scheme.

Thus, combining the references in the manner suggested by the Examiner yields a system that does not include the elements b, c, d, e, and f recited in claim 12. The Applicants respectfully request that the Examiner cite evidence of a motivation to combine these references, as is required. The PTO is required to make specific findings

on a suggestion to combine prior art references. Winner Int'l Royalty Corp. v. Wang, 53 USPQ2d 1580, 1586 (Fed. Cir. 2000).

Claim 15

It is not entirely clear to the Applicants how the Examiner has applied the cited references to claim 15. It appears that Spagna is cited for a product registration process. In Spagna, however, as described above, there is no product registration process as that phrase is used here. In Spagna's system, content providers generate their own product identifier; so there is no guarantee that the product identifier will be unique, as recited in claim 15.

Further, it appears that Peinado is applied with regard to user registration and license distribution processes. As is described above, Peinado does not, however, disclose or suggest a system by which a product license includes a user identifier and a user license includes a user identifier, such that the veracity of a license can be checked with a simple comparison of these stored licenses. Instead, Peinado employs a complex black box using executable code to determine whether a user is authorized.

The Applicants respectfully request that the Examiner cite evidence of a motivation to combine these references, as is required. The PTO is required to make specific findings on a suggestion to combine prior art references. Winner Int'l Royalty Corp. v. Wang, 53 USPQ2d 1580, 1586 (Fed. Cir. 2000).

Claim 16

Claims 16-23 are rejected as being obvious in light of Peinado.

Claim 16 recites a system employing a user license having a user identifier and a product license bearing a user identifier. Peinado's system has no user license. The Examiner cites FIG. 4, License Store 38, and the Applicants acknowledge this License Store, but there is no suggestion in Peinado that this Store houses user licenses; rather it seems to simply store product licenses. Further, claim 16 recites "software that compares the user identifier in the product license to the user identifier on the user license each time the software receives a request to play the product." As described above, Peinado's system uses a complex black box system written in executable code in place of Applicants' elegant system that stores and compares data to determine whether

to allow access. Advantages of Applicants' system are described above in reference to Peinado. Because Peinado system teaches entirely away from using simple data comparisons to verify a user's right to play material, it would not have been obvious to entirely replace the heart of Peinado's system, i.e. the black box, with Applicants' system.

Claim 17

Claim 17 also recites a user license that is not described or suggested by Peinado. The Examiner cites Col. 5, lines 16-45, but it does not appear to the Applicants that this section has anything to do with a user license. The Applicants request clarification. Further, claim 17 recites a product license and the inclusion of the user identifier in the product license. Thus, claim 17 is submitted to be patentably distinguishable over Peinado for the reasons discussed above.

Claim 18

Claim 18 also recites a user license that is not described or suggested by Peinado, as described above. Thus, claim 18 is submitted to be patentably distinguishable over Peinado for the reasons discussed above.

Claim 22

Claim 22 recites the "issuing of a digital user license" that is not described or suggested by Peinado, as described above. Thus, claim 22 is submitted to be patentably distinguishable over Peinado for the reasons discussed above.

Claim 23

Claim 23 recites "issuing a single digital user license containing a user identifier" and "issuing multiple digital product licenses", each "product license containing...the same said user identifier". This issuing of product licenses linked to the user license through the user identifier is not disclosed or suggested by Peinado, as described above. Thus, claim 23 is submitted to be patentably distinguishable over Peinado for the reasons discussed above.

New Claims:

Claims 24-31 are new claims each depending independent claims 2, 3, 5, 16, 17, 18, 22, and 23, respectively. Claims 24-31 each recite the inclusion of credit card information in the user license. This is supported in the specification at page 14, lines 7-11 of the application as filed (and appears at paragraph 0050 of the published application). The inclusion of sensitive financial information in the user license operates as a disincentive for the user to "share" their user license with others. Because Spagna, Colosso and Peinado all provide device-specific licensing schemes, none shows or suggests features for preventing users from transferring their user licenses to others.

CONCLUSION

All of the claims remaining in this application should now be seen to be in condition for allowance. A notice to that effect is earnestly solicited. The Examiner is invited to contact the Applicants' representative at the below-noted telephone number if allowance of this case would be assisted thereby.

Respectfully submitted,
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